ARTICLE IX
ACCESS TO UNBUNDLED NETWORK ELEMENTS – SECTION 251(c)(3)

9.0 Access to Unbundled Network Elements – Section 251(c)(3).

9.1 Introduction – Access to Network Elements. This **Article IX**, Unbundled Access – Section 251(c)(3), sets forth the terms and conditions pursuant to which SBC-AMERITECH agrees to furnish CLEC with access to Network Elements on an unbundled basis ("UNEs") and the terms to which SBC-AMERITECH agrees to provide Combinations of Network Elements ("UNE Combinations or Combinations"*).* CLEC, in seeking to provide local exchange service to End Users through the use of multiple SBC-AMERITECH UNEs, may combine UNEs and order combinations of UNEs from SBC-AMERITECH. Where the UNEs are ordered separately, CLEC is responsible for performing the functions necessary to combine the UNEs it requests from SBC-AMERITECH. Where those UNEs are ordered in a combination, as specified in this **Article IX**, SBC-AMERITECH is responsible for combining those UNEs. CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to interconnect with SBC-AMERITECH's network. The Parties agree that throughout this Article (and Agreement), the terms "UNEs" and "Unbundled Network Elements" also refer to combinations of UNEs as defined in this **Section 9.1** (either combined by CLEC, as connected in SBC-AMERITECH's network for an existing service, or as typically combined by SBC-AMERITECH in its provision of service to its customers).

9.1.1 SBC-AMERITECH shall provide CLEC access to SBC-AMERITECH's Network Elements on an unbundled basis at any technically feasible point in accordance with the terms and conditions of this **Article IX** and the requirements of the Act. SBC-AMERITECH shall provide CLEC the Network Elements on an unbundled basis and Combinations of unbundled Network Elements, in accordance with its obligations as required by the Act, the applicable FCC rules and other Orders and applicable laws. The specific terms and conditions that apply to the unbundled Network Elements to be provided on an unbundled basis and Combinations are described below and in the Schedules attached hereto. Prices for Unbundled Network Elements and each Combination are set forth in the **Pricing Schedule** of this Agreement.

9.1.2 SBC-AMERITECH shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination, as described in **Section 9.1**, above. In no event shall SBC-AMERITECH require CLEC to purchase any unbundled Network Element in conjunction with any other service or element. SBC-AMERITECH shall place no use restrictions or other limiting conditions on Network Elements and Combinations purchased by CLEC under the terms of this Agreement, except that CLEC may not use an unbundled network element in combination with a tariffed service element to the extent prohibited by the FCC. Notwithstanding anything to the contrary in this **Article IX**, SBC-AMERITECH

shall not be required to provide Network Elements on an unbundled basis beyond those identified in 47 C.F.R. § 51.319 to CLEC if:

(1) The Commission concludes that:

(A) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to CLEC on an unbundled basis; and

(B) CLEC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within SBC-AMERITECH's network; or

(2) The Commission concludes that the failure of SBC-AMERITECH to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service CLEC seeks to offer, compared with providing that service over other unbundled Network Elements in SBC-AMERITECH's network.

9.1.3 SBC-AMERITECH and CLEC shall connect CLEC's facilities with SBC-AMERITECH's network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service consistent with the provisions of the Act and the applicable FCC rules.

9.2 Network Elements.

9.2.1 SBC-AMERITECH shall provide CLEC access to Network Elements on an unbundled basis (and combinations of Network Elements as set forth in **Section 9.3** of this Article) at rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act and applicable FCC Orders and other applicable laws.

9.2.2 SBC-AMERITECH will permit CLEC to interconnect CLEC's facilities or facilities provided by CLEC or to CLEC by SBC-AMERITECH or third parties with each of SBC-AMERITECH's unbundled Network Elements or Combinations at any technically feasible point designated by CLEC. Any request by CLEC to interconnect at a point not previously established: (i) in accordance with the terms of this Agreement (e.g., other than as set forth in the descriptions of unbundled Network Elements and Combinations under the following provisions of this **Article IX** and **Schedules 9.2.1** through **9.2.9**.), or (ii) under any arrangement SBC-AMERITECH may have with another Telecommunications Carrier, shall be subject to the Bona Fide Request process set forth in **Article XIX** (General Responsibilities of the Parties) of this Agreement. Any arrangement SBC-AMERITECH may have with another Telecommunications Carrier is presumed to be technically feasible; however, SBC-AMERITECH may rebut this presumption with clear

and convincing evidence to the contrary in its response to an CLEC Bona Fide Request, pursuant to 47 C.F.R. §51.321(c).

9.2.3. At such time that CLEC provides SBC-AMERITECH with an order for particular unbundled Network Elements or Combinations, CLEC, at its option, may designate any technically feasible network interface, including without limitation, DS0, DS-1 and DS-3 interfaces, and any other interface described in the applicable Bell Communications Research ("Bellcore") and any other industry standard technical references. Any such requested network interface shall be provided by SBC-AMERITECH, unless SBC-AMERITECH provides CLEC, within thirty (30) days, with a written notice that it believes such a request is technically infeasible, including a detailed statement supporting such claim. Any such denial shall be resolved in accordance with the Alternative Dispute Resolution process set forth in **Article XXVIII** of this Agreement. Unless otherwise specified, any references to DS-1 in this **Article IX** shall mean, at CLEC's option, either DS-1 AMI or xDSL facility.

9.2.4 CLEC may use one or more Unbundled Network Elements or Combinations to provide to itself, its affiliates and to CLEC Customers any feature, function, capability or service option that such Network Element or Combination provides on an unbundled basis or is technically capable of providing, or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

9.2.5 For each Network Element ordered individually, SBC-AMERITECH shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panels or a Main or Intermediate Distribution Frame) and, if necessary, access to such demarcation point, which CLEC agrees is suitable. However, where SBC-AMERITECH provides a Combination of contiguous SBC-AMERITECH Network Elements to CLEC, SBC-AMERITECH will provide the existing interconnections and no demarcation shall exist between such contiguous SBC-AMERITECH Network Elements. SBC-AMERITECH will provide access to UNEs where technically feasible. Where facilities and equipment are not available, SBC-AMERITECH shall not be required to provide Network Elements on an unbundled basis. However, CLEC may request and, to the extent required by law, SBC-AMERITECH shall agree to provide UNEs, pursuant to the terms of the Bona Fide Request (BFR) process as set forth in **Article II** and **Schedule 2.2** of this Agreement.

9.2.6 When an existing wholesale or retail service employed by CLEC is ordered replaced with a combination(s) of Network Elements of equivalent functionality (including a combination of Network Elements), the order shall be completed and the conversion shall be made without a disruption of service perceptible to the customer in at least 99 percent of all instances, as defined by **Section 9.3.2.1**, below, unless disconnection of Network Elements is requested by CLEC.

9.2.7 This section includes a list of the initial set of Network Elements to be provided on an unbundled basis (along with associated ancillary equipment, as provided by **Section 9.3.5**) that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement. These Network Elements are described in detail in the Schedules attached hereto. CLEC and SBC-AMERITECH agree that the Network Elements identified in this **Article IX** are not exclusive and that pursuant to the Bona Fide Request process CLEC may identify and request that SBC-AMERITECH furnish additional or revised Network Elements to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a Network Element herein shall not constitute a waiver by CLEC to obtain a Network Element subsequently defined by the FCC or by the state commission. The Network Elements to be provided on an unbundled basis include the following:

9.2.7.1 Loop;

9.2.7.2 Dark Fiber;

9.2.7.3 Network Interface Device;

9.2.7.4 Subloop;

9.2.7.5 Local Switching, including tandem switching, as provided in **Schedule 9.2.6**;

9.2.7.6 Interoffice Transmission Facilities, including Dedicated, and Shared Transport;

9.2.7.7 Signaling Links and Call-Related Databases;

9.2.7.8 Operations Support Systems (**"OSS"**) (see **Article XXXIII**).

9.3 Combination of Network Elements.

9.3.1 SBC-AMERITECH shall provide Network Elements to CLEC in a manner that shall allow CLEC to combine such Network Elements (a **"**Combination") in order to provide a Telecommunications Service.

9.3.1.1 In addition to the Combinations of Network Elements furnished by SBC-AMERITECH to CLEC hereunder (**Section 9.3**), SBC-AMERITECH shall permit CLEC to combine any Network Element or Network Elements provided by SBC-AMERITECH with another Network Element or other Network Elements obtained from SBC-AMERITECH or combine with compatible network components provided by CLEC or provided by third parties to CLEC to provide telecommunications services to CLEC, its affiliates and to CLEC Customers in accordance with **Section 9.1**, above.

9.3.2 Except upon the request of CLEC, SBC-AMERITECH shall provide Network Elements separately from each other, and shall not separate Network Elements it normally provides in combination into separate Network Elements.

9.3.2.1 When CLEC orders Network Elements on an unbundled basis that are currently interconnected and functional and remain interconnected to the same adjacent Network Elements, or where CLEC places an order to convert existing retail or wholesale service to the equivalent combination of UNEs, the order shall be completed and the conversion shall be made without a disruption of service perceptible to the customer in at least 99 percent of all instances. A perceptible disruption of service shall be deemed to have occurred if the customer can notice a lack of dial tone, or if an existing call is disrupted or disconnected by the change. In addition, SBC-AMERITECH shall allow CLEC to order any Network Element or Combination that is ordinarily combined in SBC-AMERITECH's network, in accordance with **Section 9.1**. Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be limited to SBC-AMERITECH's total element long-run incremental costs related to the records changes needed to account for CLEC's continuing purchase of the functionality in the form of Network Elements pursuant to this Agreement, as set forth in the **Pricing Schedule** to this Agreement, and should not include charges for any other functions, including without limitation nonrecurring charges that would otherwise apply to orders for Network Elements that are newly installed.

9.3.2.2 Where SBC-AMERITECH retail Customers simply wish to switch their local service providers and keep the same type of service provided through the same equipment, this method of ordering will accomplish this with no physical changes required in the existing Network Elements. Under these circumstances, it shall not be necessary for CLEC to collocate equipment in SBC-AMERITECH Central Offices to connect the unbundled Network Element. SBC-AMERITECH will be responsible for all engineering, provisioning and maintenance of unbundled shared transport to ensure it supports the grade of service provided under this Agreement.

9.3.2.3 SBC-AMERITECH shall establish for the UNE-Platform set forth in **Schedule 9.3**, an unbundled network element infrastructure to support the ordering of local service utilizing SBC-AMERITECH's, loops with NIDs, switching and shared transport.

9.3.2.4 The "customer service" UNE-P order shall request that SBC-AMERITECH provide a loop with NID, and vertical switching features for a specific CLEC local customer. The order shall include all customer specific custom calling and blocking features, along with directory listing information.

9.3.2.5 Additional details regarding the UNE-P are found in **Schedule 9.3**, attached hereto.

9.3.3 Intentionally left blank.

9.3.4 A minimum set of Combinations is (described in **Table 1** of this **Article IX**) that CLEC and SBC-AMERITECH have identified as of the Effective Date of this Agreement and that CLEC can order on a single order as described within **Article XXXIII** (OSS). When purchasing a Combination, CLEC will have access to all features, functions and capabilities of each individual Network Element that comprises such Combination and the specific technical and interface requirements for each of the Network Elements shall apply.

9.3.5 Orders for Unbundled Network Elements and Combinations may specify any unusual or non-standard capabilities required of ancillary equipment (e.g multiplexers, splitters or bridges) where such capabilities are integral to the functionality of the Unbundled Network Element but where the standard methods or defaults of such provisioning may be different and where the capabilities may need to [be] specified for the purposes of unbundled pricing and/or engineering of the Unbundled Network Element or Combination. Specification of such information is not an acknowledgment on the part of CLEC that the items specified represent separate Network Elements nor is it a waiver of CLEC's right to request and have the equipment provided in the future for the then existing Network Element or Combination. If the specified capabilities are not integral to the functionality of the UNE, then the request for the functionality is to be made under the BFR process.

9.3.6 SBC-AMERITECH shall make available to CLEC the following Combinations as described in the table set forth below at the rates set forth at the **Pricing Schedule**:

TABLE 1

Selected Combinations That CLEC Shall be Capable of Ordering on a Single Local Service Request Order

	Service	Combination	Service Description	Options
1	Switched Services (Using SBC-AMERITECH UNE switching)	2 wire loop & Port	VG service- POTS with xDSL option	• Assured Link • Ability to extract high frequency xDSL data from loop and connect to either SBC-AMERITECH or CLEC provided data transport (using CLEC provided DSLAM)
2		2 wire loop & Port + packet transport	ISDN (BRI) - POTS with packet data extract option or ADSL with ATM Transport	• Ability to connect packet transport to SBC-AMERITECH End Office for transmission of ISDN User to User packet data. • This UNE-D platform order would include, Local Switching, and ATM transport and associated ATM Port elements.

	Service	Combination	Service Description	Options
3	Switched Services (e.g., loops to CLEC provided switching)	2 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning
4		4 wire loop & cross connect	LOOP to COLLO equipment	• Assured Link • Digital link (ISDN/xDSL) • Copper Switched Digital link • Data Conditioning
5	EEL [5a]	DS-1 Mux + high speed data Transport	MUX (e.g., D-4) connected to high speed data transport facilities to CLEC CO (This is a basic hi-cap to mux at the LEC end office--- the loop facilities would be ordered on a separate combination and that combination would have a CFA to this facility)	• The MUX channel plugins would be ordered on the loop to mux combo.

	Service	Combination	Service Description	Options
5	EEL [5b]	2/4 wire loop to existing Mux (CLEC to supply Mux CFA)	Analog loop to Mux (CLEC to provide CFA)	• Assured Link • Data Conditioning • Channel plugs supporting loop facilities to customer prem.
6	EEL	2/4 wire loop + Multiplexing + high speed data Transport (CLEC to supply Mux CFA)	The EEL allows CLEC to serve a customer by extending a customer's loop from the end office serving that customer to a different office.	• EELs may optionally be ordered in a two part arrangement. See combinations 5a and 5b.
7	Prem to Prem Service	2 wire loop + transport + 2 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning
8	Prem to Prem Service	4 wire loop + transport + 4 wire loop (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning • Bridging

	Service	Combination	Service Description	Options
9	Prem to Prem Service	2 wire loop + transport + 4 wire loop (vise versa) (transport optional)	VG service Prem to Prem	• Assured Link • Digital link (ISDN/xDSL) • Data Conditioning
10		4 wire or fiber loop + transport + 4 wire or fiber loop (transport optional)	High speed data transport (e.g., Ocx, or DS-1/3 Service) Prem to Prem	•

9.4 Nondiscriminatory Access to and Provision of Network Elements.

9.4.1 The quality of a Network Element provided on an unbundled basis as well as the quality of the access to such Network Element that SBC-AMERITECH provides to CLEC shall be the same for all Telecommunications Carriers requesting access to such Network Element.

9.4.2 The quality of a Network Element that is to be provided on an unbundled basis, as well as the quality of the access to such Network Element, that SBC-AMERITECH provides to CLEC hereunder shall be at least equal in quality to that which SBC-AMERITECH provides to itself, its subsidiaries, Affiliates and any other person unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the Network Element requested by CLEC or access to such Network Element at a level of quality that is equal to that which SBC-AMERITECH provides to itself.

9.4.3 SBC-AMERITECH shall provide CLEC access to Unbundled Network Elements and Operations Support Systems functions, including the time within which SBC-AMERITECH provisions such access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which SBC-AMERITECH provides such unbundled network elements to itself, its subsidiaries, Affiliates and any other person except as may be provided by the Commission**.**

9.4.4 Upon the request of CLEC, SBC-AMERITECH shall provide to CLEC a Network Element and access to such Network Element that is different in quality to that required under **Sections 9.4.2** and **9.4.3**, unless SBC-AMERITECH proves to the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality. Any request by CLEC for SBC-AMERITECH to provide any Network Element or access thereto that is different in quality shall be made by CLEC in accordance with **Section 9.6**.

9.5 Provisioning of Network Elements.

9.5.1 SBC-AMERITECH shall provide CLEC unbundled Network Elements as set forth in this Article, the Schedules attached hereto and as described in other relevant Articles relating to the provisioning of UNEs and UNE Combinations.

9.5.2 SBC-AMERITECH shall provide CLEC access to the functionalities for SBC-AMERITECH's pre-ordering, ordering, provisioning, maintenance and repair and billing functions of the Operations Support Systems functions that relate to the Network Elements and UNE Combinations that CLEC purchases in accordance with **Article XXXIII** (Operational Support Systems). Access to such functionalities for the Operations Support Systems functions shall be as provided in **Article XXXIII** (Operational Support Systems).

9.5.3 Prior to submitting an order for a Network Element to be provided on an unbundled basis which replaces, in whole or in part, a service offered by SBC-AMERITECH or any other telecommunications provider for which SBC-AMERITECH changes a primary local exchange carrier, CLEC shall comply with the requirements of **Section 10.13** of **Article X.**

9.5.4 Intentionally left blank.

9.5.5 Where UNEs provided to CLEC are dedicated to a single End User, if such UNEs are for any reason disconnected they shall be made available to SBC-AMERITECH for future provisioning needs, unless such UNE is disconnected in error. CLEC agrees to relinquish control of any such UNE concurrent with the disconnection of an CLEC End User's service.

9.5.6 Intentionally left blank.

9.5.7 Intentionally left blank.

9.5.8 Unless the Parties negotiate another arrangement, when an SBC-AMERITECH provided tariffed or resold service is replaced by CLEC's facility based service using any SBC-AMERITECH provided UNE(s), CLEC shall issue appropriate service requests, to both disconnect the existing service and connect new service to CLEC's End User. These requests will be processed by SBC-AMERITECH, and CLEC

will be charged the applicable UNE service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered. Similarly, when an End User is served by one CLEC using SBC-AMERITECH provided UNEs and is converted to a different CLEC's service which also uses any SBC-AMERITECH provided UNE, the requesting CLEC shall issue appropriate service requests to both disconnect the existing service and connect new service to the requesting CLEC's End User. These requests will be processed by SBC-AMERITECH and the CLEC will be charged the applicable service order charge(s), in addition to the recurring and nonrecurring charges for each individual UNE and cross connect ordered.

9.6 Availability of Additional or Different Quality Network Elements. Any request by CLEC for access to a Network Element or a Combination or a standard of quality thereof that is not otherwise provided by the terms of this Agreement at the time of such request shall be made pursuant to a Bona Fide Request and shall be subject to the payment by CLEC of all applicable costs in accordance with Section 252(d)(1) of the Act to process, develop, install and provide such Network Element, Combination or access.

9.7 Pricing of Unbundled Network Elements and Combination. SBC-AMERITECH shall charge CLEC the Commission Approved (TELRIC based) non-recurring and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for these specific Network Elements, service coordination fee, and Cross-Connect charges) as specified in the **Pricing Schedule**. If the Commission has not approved a TELRIC rate for a particular Network Element to be provided on an unbundled basis or Combination of Network Elements, SBC-AMERITECH shall establish an interim rate using a methodology consistent with Section 252(d) of the Act. Once the Commission establishes a final TELRIC rate for that particular Network Element or combination of Network Elements to replace the interim rate established by SBC-AMERITECH, (or the Commission rejects the same) the Parties shall perform a "true-up". No other rates shall apply.

9.8 Billing. SBC-AMERITECH shall bill CLEC for access to unbundled Network Elements and Network Combinations pursuant to the requirements contained in **Article XXVII** (Billing) of this Agreement.

9.9 Maintenance of Unbundled Network Elements. SBC-AMERITECH shall provide maintenance of Loops and Combinations that include Loops as set forth in **Article XXXIII** (Operational Support Systems).

9.10 Standards of Performance. SBC-AMERITECH shall provide to CLEC access to unbundled Network Elements: (i) in accordance with **Section 9.4** as determined by this **Section 9.10** (including any Combinations, service levels and intervals that may be requested by CLEC and agreed upon by the Parties pursuant to a Bona Fide Request), and (ii) as required by the Performance Standards set forth in **Article XXXII** (Performance Measurements). Upon 30 days written notice, SBC-AMERITECH may elect to conduct Central Office switch conversions for the improvement of its network. During such conversions, CLEC orders for unbundled network elements from that switch shall be

suspended for a period of three days prior and one day after the conversion date, consistent with the suspension SBC-AMERITECH places on itself for orders from its customers.

9.11 Access to UNE Connection Methods. In addition to the UNE Connection Methods set forth in this **Article IX**, SBC-AMERITECH will provide access to Network Elements on an unbundled basis and combinations of Network Elements at any technically feasible point including at any point set forth in **Article XII** (Collocation).

9.11.1 This Section describes the process under which CLEC may combine UNEs it purchases separately. These methods apply when CLEC chooses to provide the connections between these elements. When CLEC orders unbundled network elements as combinations from SBC-AMERITECH, SBC-AMERITECH will provide the means and cross-connections necessary to connect the elements. The methods listed below provide CLEC with access to separate UNEs, and allow CLEC to combine those UNEs, without compromising the security, integrity and reliability of the public switched networks, as well as to minimize potential service disruption.

9.11.1.1 Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine loops, switch ports, and dedicated transport within a requested SBC-AMERITECH Central Office.

9.11.1.1.1 (Method 1)

SBC-AMERITECH will extend SBC-AMERITECH UNEs requiring cross connection to the CLEC Physical Collocation Point of Termination (POT) when CLEC is Physically Collocated, in a caged or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.1.2 (Method 2)

SBC-AMERITECH will extend SBC-AMERITECH UNEs that require cross connection to CLEC's UNE frame located in the common room space, other than the Collocation common area, within the same Central Office where the UNEs which are to be combined are located.

9.11.1.1.3 (Method 3)

SBC-AMERITECH will extend SBC-AMERITECH UNEs to the CLEC UNE frame that is located outside the SBC-AMERITECH Central Office where the UNEs are to combined in a closure such as a cabinet provided by SBC-AMERITECH on SBC-AMERITECH property.

9.11.2 The following terms and conditions apply to all methods when SBC-AMERITECH provides access pursuant to **Sections 9.11.1.1.1** through **9.11.1.1.3**:

9.11.2.1 Within ten (10) business days of receipt of a written request for access to UNEs involving three (3) or fewer Central Offices, SBC-AMERITECH will provide a written reply notifying the requesting CLEC of the method(s) of access available in the requested Central Offices. For requests impacting four (4) or more Central Offices the Parties will agree to an implementation schedule for access to UNEs.

9.11.2.2 Access to UNEs via Method 1 is only available to Physically Collocated CLECs. Access to UNEs via Method 2 and Method 3 is available to both Collocated and Non-Collocated CLECs. Method 2 and Method 3 are subject to availability of SBC-AMERITECH Central Office space and equipment.

9.11.2.3 CLEC may cancel the request at any time, but will pay SBC-AMERITECH's reasonable and demonstrable costs for modifying SBC-AMERITECH's Central Office up to the date of cancellation.

9.11.2.4 CLEC may elect to access SBC-AMERITECH's UNEs through Physical Collocation arrangements.

9.11.2.5 CLEC shall be responsible for initial testing and trouble sectionalization of facilities containing CLEC installed cross connects.

9.11.2.6 CLEC shall refer trouble sectionalized in the SBC-AMERITECH UNE to SBC-AMERITECH.

9.11.2.7 Prior to SBC-AMERITECH providing access to UNEs under this Article, CLEC and SBC-AMERITECH shall provide each other with a point of contact for overall coordination.

9.11.2.8 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

9.11.2.9 All tools, procedures, and equipment used by CLEC to connect to SBC-AMERITECH's network shall comply with technical standards set out in SBC Local Exchange Carrier Technical Document TP76299MP, to reduce the risk of damage to the network and customer disruption.

9.11.2.10 CLEC shall be responsible for CLEC's personnel observing SBC-AMERITECH's site rules and regulations, including but not limited to safety regulations and security requirements, and for working in harmony with others while present at the site. If SBC-AMERITECH for any reasonable and lawful reason requests CLEC to discontinue furnishing any person provided by CLEC for performing work on SBC-AMERITECH's premises, CLEC shall immediately comply

with such request. Such person shall leave SBC-AMERITECH's premises promptly, and CLEC shall not furnish such person again to perform work on SBC-AMERITECH's premises without SBC-AMERITECH's consent.

9.11.2.11 CLEC shall provide positive written acknowledgment that the requirements stated in **Section 9.11.2.10** have been satisfied for each employee requiring access to SBC-AMERITECH premises and/or facilities. SBC-AMERITECH identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to SBC-AMERITECH premises will be granted only to CLEC employees with such identification.

9.11.2.12 CLEC shall designate each network element being ordered from SBC-AMERITECH. CLEC shall provide an interface to receive assignment information from SBC-AMERITECH regarding location of the extended UNEs. This interface may be manual or mechanized.

9.11.2.13 SBC-AMERITECH will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with SBC-AMERITECH shall be referred to such contact numbers.

9.11.2.14 CLEC shall provide its own administrative Telecommunication Service at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in SBC-AMERITECH equipment areas.

9.11.2.15 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs.

9.11.2.15.1 Where applicable, costs for modifying a building or preparing the premises for access to SBC-AMERITECH UNEs will be made on an individual case basis (ICB).

9.11.2.15.2 SBC-AMERITECH will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, SBC-AMERITECH will ensure that the first CLEC obtaining Access to UNEs in a SBC-AMERITECH premises will not be responsible for the entire cost of site preparation and security.

9.11.2.15.3 SBC-AMERITECH will contract for and perform the construction and preparation activities using same or consistent practices that are used by SBC-AMERITECH for other construction and preparation work performed in the building.

9.12. CROSS CONNECTS

9.12.1 The cross-connect is the medium between the SBC-AMERITECH UNE and an CLEC designated point of access as described in various sections of this Article, or the medium between an SBC-AMERITECH UNE and a Collocation area for the purpose of permitting CLEC to connect the SBC-AMERITECH UNE to other UNEs or to CLEC's own facilities. Where SBC-AMERITECH has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the medium between one SBC-AMERITECH UNE and another SBC-AMERITECH UNE.

9.12.2 Pricing for **Sections 9.12.3**, **9.12.4**, and **9.12.5**, below is as set forth in the **Pricing Schedule**.

9.12.3 The applicable Loop cross connects to point of access for the purpose of CLEC combining a SBC-AMERITECH Loop with another SBC-AMERITECH UNE are as follows:

9.12.3.1 2-Wire Analog Loop to UNE Connection Methods point of access.

9.12.3.2 4 -Wire Analog Loop to UNE Connection Methods point of access.

9.12.3.3 2 -Wire Digital Loop to UNE Connection Methods point of access.

9.12.3.4 4 -Wire Digital Loop to UNE Connection Methods point of access.

9.12.4 The applicable Unbundled Dedicated Transport cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Unbundled Dedicated Transport to another SBC-AMERITECH UNE are as follows:

9.12.4.1 DS-1 to UNE Connection Methods point of access.

9.12.5 The applicable Switch Port cross connects to the UNE Connection Methods point of access for the purpose of CLEC combining Switch Ports to another SBC-AMERITECH UNE are as follows:

9.12.5.1 Analog Line Port to UNE Connection Methods point of access.

9.12.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE Connection Methods point of access.

9.12.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE Connection Methods point of access.

9.12.5.4 Analog DID Trunk Port to UNE Connection Methods point of access.

9.12.5.5 DS-1 Trunk Port to UNE Connection Methods point of access.

9.12.6 The applicable cross connects for SBC-AMERITECH Loop, UDT or Port UNEs are as follows:

9.12.6.1 2-wire

9.12.6.2 4-wire

9.12.6.3 6-wire

9.12.6.4 8-wire

9.12.6.5 DS-1

9.12.6.6 DS-

9.12.6.7 OC-3

9.12.6.8 OC-12

9.12.6.9 OC-48

9.12.6.10 LT

9.12.6.11 LT3

9.13 Maintenance of Elements.

9.13.1 If trouble occurs with unbundled network elements provided by SBC-AMERITECH, CLEC will first determine whether the trouble is in CLEC's own equipment and/or facilities or those of the End User. If CLEC determines the trouble is in SBC-AMERITECH's equipment and/or facilities, CLEC will issue a trouble report to SBC-AMERITECH.

9.13.2 CLEC shall pay Time and Material charges (maintenance of service charges/additional labor charges) when CLEC reports a suspected failure of a network element and SBC-AMERITECH dispatches personnel to the End User's premises

or a SBC-AMERITECH Central Office and trouble was not caused by SBC-AMERITECH's facilities or equipment. Time and Material charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing. Rates of Time and Material charges will be billed at amounts equal to those contained in the applicable state tariffs.

9.13.3 CLEC shall pay Time and Material charges when SBC-AMERITECH dispatches personnel and the trouble is in equipment or communications systems provided an entity by other than SBC-AMERITECH or in detariffed CPE provided by SBC-AMERITECH, unless covered under a separate maintenance agreement.

9.13.4 CLEC shall pay Maintenance of Service charges when the trouble clearance did not otherwise require dispatch, but dispatch was requested for repair verification or cooperative testing, and the circuit did not exceed maintenance limits.

9.13.5 If CLEC issues a trouble report allowing SBC-AMERITECH access to the End User's premises and SBC-AMERITECH personnel are dispatched but denied access to the premises, then Time and Material charges will apply for the period of time that SBC-AMERITECH personnel are dispatched. Subsequently, if SBC-AMERITECH personnel are allowed access to the premises, these charges will still apply.

9.13.6 Time and Material charges apply on a first and additional basis for each half-hour or fraction thereof. If more than one technician is dispatched in conjunction with the same trouble report, the total time for all technicians dispatched will be aggregated prior to the distribution of time between the "First Half Hour or Fraction Thereof" and "Each Additional Half Hour or Fraction Thereof" rate categories. Basic Time is work-related efforts of SBC-AMERITECH performed during normally scheduled working hours on a normally scheduled workday. Overtime is work-related efforts of SBC-AMERITECH performed on a normally scheduled workday, but outside of normally scheduled working hours. Premium Time is work related efforts of SBC-AMERITECH performed other than on a normally scheduled workday.

9.13.7 If CLEC requests or approves a SBC-AMERITECH technician to perform services in excess of or not otherwise contemplated by the nonrecurring charges herein, CLEC will pay Time and Material charges for any additional work to perform such services, including requests for installation or conversion outside of normally scheduled working hours.

9.14. RECONFIGURATION

9.14.1 SBC-AMERITECH will reconfigure existing qualifying special access services terminating at a Collocation Arrangement to combinations of unbundled loop and transport upon terms and conditions consistent with the Supplemental Order released by the FCC on November 24, 1999 and the FCC Order Clarifying Supplemental Order released June 2, 2000, both released *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* CC Docket No. 96-98 (FCC 99-370).